

# **EXHIBIT 2**

### CONFIDENTIALITY AGREEMENT

The undersigned understands and agrees that the settlement agreement by and between the USACM Liquidating Trust (the "USACM Trust"), USA Capital Diversified Trust Deed Fund, LLC ("DTDF"), and Piercy, Bowler, Taylor & Kern, PC ("PBTk") dated July 29, 2008, as amended December 10, 2008, and the related Declaration of Richard Bolwer in Support of Settlement dated December 10, 2008, are highly sensitive and strictly confidential. The undersigned understands that all such information is being furnished solely in connection with the approval of the settlement agreement pursuant to Federal Rule of Bankruptcy Procedure 9019, and the undersigned hereby agrees as follows:

#### TERMS

1. The Settlement Agreement shall be treated as confidential and shall not be disclosed except as provided herein.

#### 2. DEFINED TERMS USED HEREIN:

*Declaration:* as used herein, Declaration is the Declaration of Richard Bowler dated December 10, 2008, that has been filed with the Court under seal.

*Motion:* as used herein, Motion means the motion filed by the USACM Trust and DTDF seeking approval of the Settlement Agreement in accordance with Federal Rule of Bankruptcy Procedure Rule 9019;

*Requesting Party:* as used herein, a Requesting Party is the undersigned party who requests permission to review and or receive a copy of the Settlement Agreement or its terms.

*Settlement Agreement:* as used herein, Settlement Agreement means the *Settlement Agreement, Mutual Release, and Covenants* executed on July 29, 2008 and amended December 10, 2008, by and between the USACM Trust, DTDF, and PBTk and all information contained therein that has been filed with the Court under seal;

*Settling Party:* as used herein, Settling Party means the USACM Trust, DTDF, and/or PBTk;

3. In conjunction with approval of the Settlement Agreement in accordance with Federal Rule of Bankruptcy Procedure Rule 9019, the Requesting Party may review and/or receive an electronic copy of the Settlement Agreement and the related Declaration to determine if the Requesting Party wishes to file an objection to the Motion.

4. Within ten (10) days of the Bankruptcy Court's ruling on the Motion, the Requesting Party will delete any electronic copies and destroy any physical copies of the Settlement Agreement and the related Declaration. After the Requesting Party's copies of the Settlement

Agreement and the Declaration have been deleted and/or destroyed, the Requesting Party will send written notice of deletion and/or destruction to the USACM Trust at the following address:

Cathy Burrow  
**Diamond McCarthy, LLP**  
909 Fannin Street  
Suite 1500  
Houston, Texas 77010

5. A Requesting Party may not produce, provide copies, or disseminate information from the Settlement Agreement or the Declaration to any person or entity, other than the Requesting Party's attorney, without the express written consent of the USACM Trust, DTDF, and PBTk.

6. If a court orders disclosure of the Settlement Agreement or if all of the Settling Parties consent to the disclosure or use of the Settlement Agreement, then the Requesting Party can use or disclose the Settlement Agreement providing that prior to any disclosure, the Requesting Party informs the individual(s) to whom the disclosure will be made that the information being disclosed is confidential and subject to this Confidentiality Agreement and the individual(s) to whom the disclosure will be made must sign a statement acknowledging that they will be bound by the terms of this Confidentiality Agreement.

7. If a court orders disclosure of the Declaration or if all of the Settling Parties consent to the disclosure or use of the Declaration, then the Requesting Party can use or disclose the Declaration providing that prior to any disclosure, the Requesting Party informs the individual(s) to whom the disclosure will be made that the information being disclosed is confidential and subject to this Confidentiality Agreement and the individual(s) to whom the disclosure will be made must sign a statement acknowledging that they will be bound by the terms of this Confidentiality Agreement.

8. If all of the attorneys for the Settling Parties do not consent to the disclosure or use of the Settlement Agreement or the Declaration, then the Requesting Party shall not use or disclose the Settlement Agreement or the Declaration in any fashion other than determining whether or not to object to the Motion.

9. Consent to the disclosure or use of the Settlement Agreement or the Declaration for any purpose other than determining whether to object to the Motion is deemed limited to the use specifically identified and shall not be deemed to be a waiver of any parties' rights, including, but not limited to, the parties' right to object to the admissibility of the Settlement Agreement or the Declaration as evidence.

10. To the extent that the Settlement Agreement or the Declaration are disclosed pursuant to this Confidentiality Agreement, the documents shall be appropriately marked with the following legend: DOCUMENT SUBJECT TO CONFIDENTIALITY AGREEMENT.

11. To the extent that a document filed with the Bankruptcy Court or any other court may reveal the terms of the Settlement Agreement or the Declaration, any portion of the document

containing such Confidential Information shall be filed in a sealed envelope and the document and envelope shall bear the following legend:

CONFIDENTIAL: NOT TO BE USED, COPIED, OR DISCLOSED EXCEPT IN ACCORDANCE WITH THE RELATED CONFIDENTIALITY AGREEMENT

The service copies shall also be so marked. The clerk shall maintain under seal the Settlement Agreement and the Declaration filed under seal with the court.

12. This agreement shall be read to cover and otherwise include the Settlement Agreement, any amendments thereto, and associated documents that are subject to the confidentiality provisions contained in the Settlement Agreement. Specifically, this confidentiality agreement shall be read to cover and otherwise include Exhibits "A" and "D" to the supplemental filing to the Motion, filed with the Bankruptcy Court on December 10, 2008.

13. The provisions of this Confidentiality Agreement shall survive after the Court's ruling on the Motion.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Requesting Party: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_